

REMARKS

In the Office Action dated September 15, 2003, claims 1-23 were pending. Claims 1-23 stand rejected. In this response, no claim has been cancelled or amended. No new matter has been added. Reconsideration of this application is respectfully requested.

Claims 1, 2, 4-5, 7-10, 12-13, 15-16, 18, and 20-23 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 5,592,378 of Cameron et al. ("Cameron") in view of U.S. Patent No. U.S. Patent No. 6,272,472 of Danneels et al. ("Danneels"). Applicant hereby reserves the right to swear behind Danneels in the subsequent prosecution of the present application.

Applicant submits that claims 1, 2, 4-5, 7-10, 12-13, 15-16, 18, and 20-23 include limitations that are not taught or suggested by the cited references. Specifically, independent claim 1 includes initiating a transaction between an access device and a primary merchant that is capable of supplying goods associated with the transaction (e.g., the primary merchant is capable of completing the transaction) and automatically creating a secure link between the primary merchant and one or more ancillary merchant when the primary merchant is unable to complete the transaction. These limitations are absent from the cited references, individually or in combination.

In the Office Action, the Examiner stated:

"Cameron further teaches when an item is out of stock automatically substituting the same item for another vendor for the same price (column 18; lines 2-5). Cameron does not specifically teach exchanging customer information between the primary merchant and the second or ancillary merchant. Examiner notes that in order to automatically substitute the same item from the second or ancillary merchant customer information must be exchanged. Therefore it is inherent to the teachings of Cameron that the customer information is exchanged between the primary merchant and the second merchant."

Applicant respectfully disagrees. Cameron discloses a computerized order entry system that carries a variety of items from different vendors. When an item specified by a consumer is not available, the system provides a list of alternative items to be selected for substitution. Specifically, Cameron states:

“When an item is out of stock, either the item will automatically be substituted with the same item from a different vendor (for the same price), or a list of substitute items will be displayed. The customer may choose to substitute the original item with an item displayed in the list or choose from the list of alternate items.”

(Cameron, col. 17, line 61 to col. 18, line 8, emphasis added).

That is, when an ordered item is out of stock, a substitution list of alternative items is displayed for selection, which is maintained by the same merchant. “The customer may choose to substitute the original item with an item displayed in the list or choose from the list of alternate items.” As a result, no other merchants are involved and there is no need to create a link, particularly, a secure link for exchanging consumer information between the primary merchant and one or more ancillary merchants. The entire transaction is completed by the same merchant without linking with another merchant. Therefore, it is not inherent that consumer information is exchanged over a secure link between a primary merchant and a secondary merchant in Cameron as suggested by the Examiner.

Danneels relates to a dynamic linking of a supplier Web site to a reseller Web site, where an item is selected at the supplier Web site and is purchased at the reseller Web site. However, such a dynamic link is merely a redirect URL or hypertext link that a supplier Web site redirects the service to a reseller Web site. One of the reasons is that the supplier Web site does not have the capability of handling the transaction (e.g., a purchaser cannot purchase

an item from the Web site) and the Web site only lists the items and the purchase has to be performed at a reseller Web site (Danneels, col. 1, lines 11 to 21). Thus, the supplier's Web site of Danneels is not a merchant capable of supplying goods associated with the transaction and the link is not a secure link that allows the confidential consumer information to be transmitted to another merchant. There is no need to create a secure link to exchange the consumer's information between the supplier's Web site and the reseller's Web site because the supplier's Web site would not be able to take any order from a consumer. In fact, there is no mention of a secure link in Danneels. Only the information regarding the selected item, rather than the consumer confidential information, is transmitted to the reseller Web site (see, col. 3, lines 58 to 62).

In addition, there is no suggestion to combine Cameron and Danneels. Cameron relates a Web site that handles all transaction by itself without invoking another merchant or Web site, while Danneels relates a dynamic link linking a first Web site, which is not capable of handling transactions, with a second Web site to handle the transactions to complete the transaction. The Examiner contends that "it would have been obvious to a person of ordinary skill in the art at the time the invention was made to dynamically link the primary and ancillary merchants of Cameron as taught by Danneels in order to automatically transfer customer information and provide for a seamless and convenient shopping experience for the customer." (9/15/2003 Office Action, page 3). Applicant respectfully disagrees.

Applicant respectfully submits that Danneels has to create a dynamic link between a supplier Web site and a reseller Web site because the supplier Web site cannot handle the transaction and the dynamic link is merely a redirect URL link. Since the supplier's Web site is not capable of handling the transaction, there is no need to accept any customer's confidential information, such as, for example, personal and credit card information. Thus,

there is no need to transmit the customer's confidential information over the link. Such operations are superfluous because the customer has to reorder the items at the reseller's Web site and such operations can only unnecessarily expose the customer's confidential information to an attacker (e.g., an identity theft).

The approaches of Cameron and Danneels are significantly different, and in fact, it appears they teach away from each other. Applicant submits that one with ordinary skill in the art would not combine Cameron and Danneels because of lack of motivation as discussed above.

Furthermore, even if, for the sake of the argument, Cameron and Danneels were combined, such a combination still lacks the limitation that a secure link between a primary merchant and one or more ancillary merchants is automatically created when the primary merchant is unable to complete the transaction (not because of its capability). The secure link allows a primary merchant to transfer the consumer information (e.g., confidential consumer information) to the ancillary merchants without the user's interaction. The consumer information may include consumer's bioinformation stored in the access device as claimed in claims 20-23, instead of telemarketer's phone devices as suggested by the Examiner. As described above, the dynamic link of Danneels is merely a redirect URL or hypertext link, instead of a secure link that allow confidential consumer information be safely transmitted. One with ordinary skill in the art would not use the dynamic link disclosed by Danneels to transfer the confidential consumer information over the Internet. Such a suggestion can only be found based on Applicant's own disclosure. Therefore, independent claim 1 is patentable over the cited references.

Similarly, independent claims 7, 9, and 15 include limitations similar to those referred by claim 1. Thus, for the reasons similar to those discussed above, claims 7, 9, and 15 are patentable over the cited references.

Claims 1-23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cameron in view of Danneels and U.S. Patent No. 6,029,141 of Bezos et al. ("Bezos"). Applicant assumes that the rejection is directed to claims 3, 6, 11, 14, 17, and 19. Bezos relates to an Internet-based referral system that enables individuals and other business entities to market products, in return for a commission, that are sold from a merchant's Web site. However, Applicant respectfully submits that Bezos also fails to disclose or suggest the limitations of initiating a transaction between an access device and a primary merchant that is capable of supplying goods associated with the transaction (e.g., the primary merchant is capable of completing the transaction) and automatically creating a secure link between the primary merchant and one or more ancillary merchant when the primary merchant is unable to complete the transaction. Thus, for the reasons similar to those discussed above, independent claims 1, 7, 9, and 15 are patentable over the cited references.

Claims 2-6, 8, 10-14, and 16-23 depend from one of the above independent claims 1, 7, 9, and 15 thus include all of the distinct features of the respective independent claim. Therefore, at least for the reasons similar to those discussed above, claims 2-6, 8, 10-14, and 16-23 are patentable over the cited references.

Conclusion

In view of the foregoing, Applicant respectfully submits the present application is now in condition for allowance. If the Examiner believes a telephone conference would expedite or assist in the allowance of the present application, the Examiner is invited to call the undersigned attorney at (408) 720-8300.

Please charge Deposit Account No. 02-2666 for any shortage of fees in connection with this response.

Respectfully submitted,

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